

**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT
DIVISION OF ENERGY
Federal Subgrants
General Terms and Conditions**

I. Administrative Requirements

These general terms and conditions highlight requirements which are especially pertinent to federal subgrants made by the Missouri Department of Economic Development Division of Energy (DED/DE). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the subgrantee must comply with all governing requirements of their subgrant, including the federal Common Rule (adopted by federal agencies and contained in specific Codes of Federal Regulation, for each federal agency, under the title "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"). The Common Rule is fully incorporated by reference into these terms and conditions. The common rule as codified by the federal granting agency can be found at <http://www.whitehouse.gov/omb/grants/chart.html>

- A. Method of Payment.** The subgrantee will be reimbursed by the DED/DE for all allowable expenses incurred in performing the scope of services. The subgrantee shall report project expenses and submit to the DED/DE original invoices for payment as required by division/program per the subgrant agreement. The form must be completed with the DED/DE invoiced amount and local share detailed. Invoices must provide a breakdown of project expenses by the budget categories contained in the subgrant budget. Invoices must be received by the DED/DE per the subgrant agreement. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the DED/DE prior to the closing date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total project cost for each invoice submitted unless the subgrant specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the DED/DE. Advance payments will only be made on a monthly basis to cover estimated expenditures for a 30-day period or as otherwise agreed. The DED/DE will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All reimbursement requests must have the following certification by the authorized subgrantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the subgrant and that payment is due and has not been previously requested.
- B. Retention and Custodial Requirements for Records.** The subgrantee shall retain financial records, supporting documents, and other records pertinent to the subgrant for a period of three years starting from the date of submission of the final financial status report. Authorized representatives of federal awarding agencies, the Comptroller General of the United States, and the DED/DE shall have access to any pertinent books, documents, and records of subgrantees in order to conduct audits or examinations. The subgrantee agrees to allow monitoring and auditing by the DED/DE and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the subgrantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
- C. Program Income.**
1. Subgrantees are encouraged to earn income to defray program costs. Program income means income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the subgrant, and from payments

of principal and interest on loans made with subgrant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds.

2. Program income shall be deducted from outlays, which may be both state and subgrantee unless the DED/DE, with approval of the federal awarding agency, as negotiated with the subgrantee, specifies an alternative method in the subgrant. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net amount to which the respective matching ratios are applied. For example, 50/50 share ratio subgrant with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net sub-grant share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal subgrant agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or subgrant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the DED/DE through negotiation with the subgrantee. Signature by both the DED/DE and subgrantee on the subgrant signature form firmly affixes the match or cost sharing ratios. Full expenditure of subgrantee match or cost share funding is required over the life of the subgrant. Subgrantee must invoice the DED/DE, as required by the particular subgrant, and provide financial records for total expenditure of state and match or cost share funding. The DED/DE will reimburse the subgrantee for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the subgrant may cause the subgrantee to become ineligible to receive additional financial assistance from the DED/DE. Failure to provide the required match may result in other enforcement remedies as stated in Y. for non-compliance.

E. Financial Management Systems. The financial management systems of subgrantees must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the subgrant;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective control and accountability must be maintained for all subgrantee cash, real and personal property, and other assets. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes;
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each subgrant;
5. **Allowable Costs.** Applicable OMB cost principles, federal agency program regulations, and the subgrant scope of work will be followed in determining the reasonableness, allowability, and allocability of costs;

6. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract, and subgrant award document. The documentation must be made available by the subgrantee at the DED/DE's request;
 7. The subgrantee shall have procedures in place to minimize the time lapsed between money disbursed by the DED/DE and money spent by the subgrantee.
- F. **Reporting of Program Performance.** Subgrantee shall submit to the DED/DE a performance report for each program, function, or activity as specified by the subgrant or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the DED/DE shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for three years thereafter.
- G. **Budget and Scope of Work Revisions.** Subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. However, subgrantee must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, subgrantees shall obtain the prior approval of the DED/DE, unless waived by the DED/DE, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the DED/DE's share exceeds \$100,000.
 2. For construction and non-construction projects, subgrantees shall obtain prior written approval from the DED/DE for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the subgrantee must obtain prior written approval from the DED/DE before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. Subgrantees under non-construction projects must obtain prior written approval from the DED/DE whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services described in the subgrant must receive prior approval from the DED/DE. Approved changes in the scope of work or budget shall be incorporated by written amendment to the subgrant.
 6. Extending the grant past the original completion date requires approval of the DED/DE.
- H. **Equipment Use.** Subgrantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The equipment shall not be moved from the State of Missouri without approval from the DED/DE. The following standards shall govern the utilization and disposition of equipment acquired with subgrant funds:
1. Title to equipment acquired under this subgrant will vest with the subgrantee on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by DED/DE funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the DED/DE or the federal agency. If the DED/DE puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the assets without the DED/DE's prior written approval.

- b. The subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the DED/DE, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the DED/DE. User fees should be considered if appropriate.
 - c. The subgrantee must not use equipment acquired with DED/DE funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C above.
 - d. When acquiring replacement equipment, the subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the DED/DE.
- 2. Equipment Management. Subgrantee's procedures for managing equipment, whether acquired in whole or in part with subgrant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. Subgrantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, and the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The subgrantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. Subgrantee must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 3. Disposition. When original or replacement equipment acquired under a subgrant is no longer needed for the original project or program or for other activities currently or previously supported by the DED/DE, subgrantee shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the DED/DE.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the DED/DE shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the DED/DE's share of the equipment.
 - c. In cases where a subgrantee fails to take appropriate disposition actions, the DED/DE may direct the subgrantee how to dispose of the equipment.
 - d. If the DED/DE puts subgrantee on notice that it believes grant assets are not being used for the intended purpose, subgrantee shall not sell, give away, move or abandon the asset without DED/DE's written approval.

- I. **Supplies.** Title to supplies acquired under a subgrant will vest, upon acquisitions, in the subgrantee.

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the subgrantee shall compensate the department for its share.

- J. **Inventions and Patents.** If any subgrantee produces subject matter, which is or may be patentable in the course of work sponsored by this subgrant, subgrantee shall promptly and fully disclose such subject matter in writing to the DED/DE. In the event that the subgrantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the DED/DE reserves the right to file the same. The DED/DE grants to the subgrantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the DED/DE. Payment of royalties by subgrantee to the DED/DE will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this subgrant, the author or the subgrantee is free to copyright any books, publications, or other copyrightable material developed in the course of this subgrant; however, the DED/DE and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of DED/DE, the work for government purposes.
- L. **Prior Approval for Publications.** The subgrantee shall submit to the DED/DE two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The subgrantee shall not print or distribute any publication until receiving written approval by the grant manager.
- M. **Mandatory Disclosures.** Subgrantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** Subgrantees shall use their own procurement procedures provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
1. No work or services, paid for wholly or in part with state or federal funds, will be contracted without the written consent of the DED/DE. **See G.4.**
 2. Subgrantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal DED/DE approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The DED/DE has the right to conduct audits of recipients at any time. The subgrantee shall arrange for independent audits as prescribed in OMB Circular A-133, Single Audit Act Amendments of 1996, as applicable. Audits must confirm that records accurately reflect the operations of the subgrantee, the internal control structure provides reasonable assurance that assets are safeguarded, and subgrantee is in compliance with applicable laws and regulations. When the subgrantee has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the DED/DE. Other portions of the audit shall be made available at the DED/DE's request.
- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with cost principles contained in OMB Circular No. A-21 for educational institutions, Circular No. A-87 for state and local governments, and Circular No. A-122 for nonprofit organizations.
- Q. **Conflicts of Interest.** No party to this subgrant, nor any officer, agent, or employee of either party to this subgrant, shall participate in any decision related to such subgrant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.

The subgrantee is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the subgrantee for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The subgrantee agrees that funds expended for the purposes of this subgrant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the subgrant period, as well as being awarded by the federal or state agency supporting the project. Therefore, the subgrant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee shall not prohibit or otherwise limit the DED/DE's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the subgrant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the subgrantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, subgrantee shall disclose to the DED/DE all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri. The DED/DE will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Subgrantee shall complete a Debarment/Suspension form when required by the DED/DE. Furthermore, subgrantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.
- T. **Restrictions on Lobbying.** No portion of this award may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13101 and 13423 and EPA Executive Order 1000.25, the subgrantee shall use recycled paper consisting of at least 30% post consumer fiber and double sided printing for all reports which are prepared as a part of this grant award and delivered to the DED/DE. The subgrantee must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.
- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 05-30 and federal administrative provisions, all subgrantees shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 5%, respectively, when utilizing subgrant funds to purchase supplies, equipment, construction and services related to this subgrant.
 - 1. The subgrantee agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the subgrant. The subgrantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

- a. Placing qualified minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will permit participation by minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
 - f. Requiring any prime contractor or other subgrantee, if subgrants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA subgrants, the subgrantee agrees to submit to the DED/DE grants manager a completed Form 5700-52A, U. S. Environmental Protection Agency MBE/WBE Utilization Under Federal Grants, Cooperative Agreement, and Interagency Agreements within 30 days after the end of each federal/state fiscal year or as determined by the DED/DE.
 3. For EPA subgrants, the subgrantee agrees to include disadvantaged business enterprises in the affirmative steps indicated above.
- W. **Disputes.** Subgrantee and the DED/DE should attempt to resolve disagreements concerning the administration or performance of the subgrant. If an agreement cannot be reached, the DED/DE program director will provide a written decision. Such decision of the program director shall be final unless a request for review is submitted to the division director within ten (10) business days after the program director's decision. Such request shall include: (1) a copy of the program director's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the division director shall constitute final DED/DE action.
- X. **Termination.**

1. **Termination for Cause.** The DED/DE may terminate any subgrant, in whole or in part, at any time before the date of completion whenever it is determined that the subgrantee has failed to comply with the terms and conditions of the subgrant. The DED/DE shall promptly notify the subgrantee in writing of such a determination and the reasons for the termination, together with the effective date. The DED/DE reserves the right to withhold all or a portion of grant funds if the subgrantee violates any term or condition of this subgrant.
 2. **Termination for Convenience.** Both the DED/DE and subgrantee may terminate the subgrant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 3. This agreement is not transferable to any person or entity.
- Y. Enforcement; Remedies for Noncompliance.** If a subgrantee falsifies any award document or materially fails to comply with any term of a grant, award, or subgrant, the DED/DE may take one or more of the following actions, as appropriate:
1. Suspend or terminate, in whole or part, the current award or grant;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending subgrantee's correction of the deficiency;
 4. Withhold further awards from the subgrantee;
 5. Order subgrantee not to transfer ownership of assets purchased with grant money without prior DED/DE approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. Subgrantee's Signature.** The subgrantee's signature on the application and the award documents signifies the subgrantee's agreement to all of the terms and conditions of the award.
- AA. Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The subgrantee, their employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), noncompliance that are available to the subgrantee under this award.
- BB. Illegal Immigration.** As per HB 1549, 1771, 19395 & 2366 - Section 67.307 2. Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through grants administered by any state agency or department until the policy is repealed or is no longer in effect.
- CC. Illegal Immigration – Missouri Statutes – RSMo 285.525 – 285.550 Effective January 1, 2009.** Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- DD. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent the authorized as a direct cost of carrying out the scope of work.

EE. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original award amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the subrecipient must submit the following to the DED/DE prior to DED/DE signing the amendment (Subrecipient Informational Form):

- location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district and county
- a unique identifier of the entity receiving the award – DUNS #
- a unique identifier of the parent entity of the recipient
- names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

FF. **Executive Compensation.** If FFATA reporting requirements apply and if the award period will exceed 12 months, the subrecipient must provide to the DED/DE updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

II. Statutory Requirements

Subgrantees must comply with all federal state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the DED/DE. Failure to abide by these laws is sufficient grounds to cancel the award. For a copy of state and federal laws that typically apply to grants from the DED/DE, contact the DED/DE grants manager.

Any subgrantee, in connection with its application for financial assistance, shall include a certification that the subgrantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the subgrantee shall report to the DED/DE any instance in which the subgrantee or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this subgrant or suspension or debarment of the subgrantee.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
 11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
 12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
 13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.
- B. State and Federal Environmental Laws:
1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. §4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
- L. Trafficking Victims Protection Act of 2000, Section 106, as amended (22 U.S.C. 7104(g) relating to termination of contract award based should any employee of the department, recipient or subrecipient violate this act.
- M. Missouri House Bill 1549, 1771, 1395 & 2366 – Illegal Aliens and Immigration Status Verification – This bill change the laws regarding illegal aliens and immigration status verification. Effective January 1, 2009, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform working within the state of Missouri.
- N. Federal Funding Accountability and Transparency Act of 2006 (S. 2590) – Required information on federal awards be made available to the public via a single searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance. House Resolution 2646, Amended 09/30/2008.

Information on Statutory Authorization

Public Improvement, Recreation/Education, Bruce Watkins, RSMO. 253.220
<http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM>

Soil Conservation Research, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>

Cost Share Program, RSMO. 278.080
<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>

Disbursements to Soil Districts, RSMO. 278.080, 278.120

<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>

<http://www.moga.mo.gov/statutes/C200-299/2780000120.HTM>

Soil Conservation Expenditure Loans, RSMO. 278.080

<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>

Soil Conservation Demonstrations, RSMO. 278.080

<http://www.moga.mo.gov/statutes/C200-299/2780000080.HTM>

Recovered Materials Market Development, RSMO. 260.335

<http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM>

Water Pollution Control Loans, RSMO. 644.122

<http://www.moga.mo.gov/statutes/C600-699/6440000122.HTM>

Energy Set-Aside Program, RSMO. 640.665

<http://www.moga.mo.gov/statutes/C600-699/6400000665.HTM>

Public Improvement Expenditures, MO Botanical Garden & Jefferson Landing, RSMO. 253.220

<http://www.moga.mo.gov/statutes/C200-299/2530000220.HTM>

Storm Water Grants, RSMO. 644.031

<http://www.moga.mo.gov/statutes/C600-699/6440000031.HTM>

Wastewater Treatment Grants, RSMO. 644.026

<http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM>

Rural Water and Sewer Grants, RSMO. 644.026

<http://www.moga.mo.gov/statutes/C600-699/6440000026.HTM>

Outdoor Recreation Sub-Grants, RSMO. 258.083

<http://www.moga.mo.gov/statutes/C200-299/2580000083.HTM>

Information on Statutory Authorization

Information on Statutory Authorization Energy Conservation - Schools/Hospitals, RSMO. 640.653

<http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM>

Energy Conservation - Local Governments/Non-Profit, RSMO. 640.653

<http://www.moga.mo.gov/statutes/C600-699/6400000653.HTM>

Waste Management Grants, RSMO. 260.335

<http://www.moga.mo.gov/statutes/C200-299/2600000335.HTM>

Environmental Grants, RSMO. 260.273-342

<http://www.moga.mo.gov/STATUTES/C260.HTM>

Historic Preservation Sub-Grants, RSMO. 253.408-415

<http://www.moga.mo.gov/STATUTES/C253.HTM>

Clean Air Act Grants and Sub-Grants, RSMO. 643.010-190

<http://www.moga.mo.gov/STATUTES/C643.HTM>

Attachment
SUBRECIPIENT INFORMATIONAL FORM
Federal Funding Accountability and Transparency Act 2006

Subrecipient Name: _____		
Address: _____		
City: _____		State: _____
Zip + 4: _____		Congressional District: _____
DUNS #: _____		CCR Expiration Date: _____
Name of Parent Entity: _____		
Parent Entity DUNS #: _____		
Primary Location of Performance:		
Address: _____		
City: _____		State: _____
Zip + 4: _____		Congressional District: _____
Subrecipient's annual gross revenues exceed 80% or more in Federal funding	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Subrecipient's annual gross revenues equal or exceed \$25,000,000 in federal funding	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Public does not have access to information about the compensation of the senior executive through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or section 6104 of the Internal Revenue Code of 1986.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>If the answer to all the above was "Yes", provide the five most highly compensated officers' names and compensation for the calendar year in which this sub-agreement is being made. Compensation is defined as the cash and noncash dollar value earned by the executive during the sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):</p> <p>(1) salary and bonus</p> <p>(2) awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R)</p> <p>(3) earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees)</p> <p>(4) change in pension value (this is the change in present value of defined benefit and actuarial pension plans)</p> <p>(5) above-market earnings on deferred compensation which are not tax-qualified</p> <p>(6) other compensation (examples: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the aggregate value for the executive exceeds \$10,000)</p>		
Subrecipient's Highly Compensated Officers	Officer's Names	Officer's Compensation
	1. _____	_____
	2. _____	_____
	3. _____	_____
	4. _____	_____
	5. _____	_____
Comments: _____		
Prepared by:		
Name: _____		
Title: _____		
Email: _____		
Phone Number: _____		
Authorized Signature: _____		Date: _____
Printed Name: _____		